



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: WM-5

October 7, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors

**ACCEPT THE WATERSHED CONSERVATION AUTHORITY GRANT FOR THE
LOS ANGELES RIVER SIGN IMPLEMENTATION PROJECT – PHASE I
ATLANTIC BOULEVARD TO THE MOUTH OF THE RIVER
SUPERVISORIAL DISTRICTS 1, 2, AND 4
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

- 1 Find that the project to fabricate and install signage in accordance with the Los Angeles River Master Plan Sign Guidelines, is exempt from the California Environmental Quality Act.
- 2 Accept a grant in the amount of \$56,000 from the Watershed Conservation Authority to fund the fabrication, installation, and maintenance of regulatory, mile marker, and destination signs along the Los Angeles River, Atlantic Boulevard to the mouth of the River, as a part of the Los Angeles River Sign Implementation Project – Phase I.
- 3 Authorize the Chief Engineer of the Flood Control District, or his designee, to conduct business with the Watershed Conservation Authority on any and all matters related to this grant, including executing a grant agreement substantially similar to the agreement presented in the enclosure, and to sign

any amendments and requests for reimbursement for and on behalf of the District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 16, 2004, Public Works adopted Sign Guidelines as an amendment to the Los Angeles River Master Plan. The Master Plan had identified the need for a signage program to facilitate connections between communities and recreational facilities along the River. The Sign Guidelines fulfilled the Master Plan recommendation by providing design specifications for various types of signs including regulatory, destination, and bikeway distance markers.

Regulatory signs are used to alert park and trail users to the rules and regulations within river parks, on bikeways, and on shared trails. Under the California Public Resources Code, rules must be posted in order to be enforced by patrolling park rangers and police officers.

Destination signs and bikeway distance markers will be used along the bikeway to demarcate the distance between the headwaters and the outfall into the ocean, the distance to destinations along the bikeway, and the location of city boundaries along the bikeway.

This grant will be used to fund the fabrication, installation, and maintenance of regulatory, mile marker, and destination signs along the Los Angeles River from Atlantic Boulevard, in the City of Vernon, to the mouth of the River, in the City of Long Beach, as a part of the Los Angeles River Sign Implementation Project – Phase I.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness because it provides collaborative information related to public safety and County infrastructure. This action also meets the Strategic Plan Goal of Service Excellence because it promotes widespread awareness of the River and its beneficial uses for improving the quality of life in the County.

FISCAL IMPACT/FINANCING

The total project cost is \$56,000 and it will be reimbursed by a grant from the Watershed Conservation Authority. Funds are available in the Flood Control District's Fiscal Year 2004-05 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Delegated authority to the Chief Engineer of the District, or his designee, to act as an agent for the District when conducting business with the Watershed Conservation Authority on items related to this grant, will streamline the project delivery process. Your action will allow the grant agreement to be executed by the Chief Engineer, or his designee, in his role as an agent for the District.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The project to fabricate and install signage, in accordance with the Los Angeles River Master Plan Sign Guidelines, is Categorically Exempt pursuant to Class 11 (Section 15311) of the California Environmental Quality Act. This finding is consistent with the programmatic Negative Declaration/Environmental Assessment that your Board approved on June 13, 1996, Synopsis 16, which determined that the Master Plan, including signage installation, would not create a significant impact on the environment.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services

The Honorable Board of Supervisors
October 7, 2004
Page 4

CONCLUSION

Upon approval, please return three approved copies of this letter to Public Works.

Respectfully submitted,



for DONALD L. WOLFE
Interim Director of Public Works

HS:sv/dbm

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Enc.

cc: Chief Administrative Office
County Counsel

GRANT AGREEMENT
Watershed Conservation Authority (WCA)

GRANTEE	Los Angeles County Flood Control District		
	Los Angeles River Sign Implementation Phase I		
PERFORMANCE PERIOD	April 21, 2004	through	April 20, 2006

Under the terms and conditions of this Contract, the Grantee agrees to complete the Project as described in the project description, and the Watershed Conservation Authority, through its' Executive Officer agrees to fund the Project up to the Grant Amount.

PROJECT DESCRIPTION

See project description on the first page of the Grant Agreement.

Project is to be carried out in conformance with the approved Work Plan and all Contract provisions as stated herein.

TOTAL GRANT AMOUNT NOT TO EXCEED	\$56,000.00
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GRANTEE	GRANTOR
GRANTEE'S NAME: Los Angeles County Flood Control District	AGENCY NAME: Watershed Conservation Authority
ADDRESS: 900 South Fremont Avenue Alhambra, CA 91803	ADDRESS: 900 South Fremont Avenue, Annex, 2 nd Floor Alhambra, CA 91802
BY (AUTHORIZED SIGNATURE): ✍	BY (AUTHORIZED SIGNATURE): ✍
PRINTED NAME AND TITLE OF PERSON SIGNING:	PRINTED NAME AND TITLE OF PERSON SIGNING: Belinda V. Faustinos, Executive Officer
DATE SIGNED:	DATE SIGNED:

FUNDING INFORMATION (FOR WCA USE ONLY)		
AMOUNT OF GRANT \$56,000.00	GRANT AGREEMENT NUMBER : WCA032008	
ADJ. INCREASING ENCUMBERANCE \$	BOARD APPROVAL DATE: 04/19/04	
ADJ. DECREASING ENCUMBERANCE \$	FUND: Prop 40	FISCAL YEAR: 03/04
TOTAL GRANT AMOUNT \$56,000.00	PROJECT MANAGER: Enrique Arroyo	

GRANT AGREEMENT
Watershed Conservation Authority (WCA)

PROJECT DESCRIPTION

This project is for the fabrication and installation of regulatory, mile marker, and destination signs along the Lower Los Angeles River.

TERMS AND CONDITIONS OF GRANT

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of products and reports as specified in this Contract. The Grantee's Project Representative shall promptly notify the Watershed Conservation Authority (WCA) of events or proposed changes that could affect the Work Plan under this Contract. The Grantee shall comply with all applicable provisions pursuant to the Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Bond Act of 2002 (Prop 40), which is the source of the WCA Grant.

SPECIAL PROVISIONS

- 1 The Grantee agrees to implement the project scope consistent with the Work Plan which includes the attached Exhibit A – Tasklist & Timeline, Exhibit B – Budget, Exhibit C - Monitoring and Assessment Plan.
- 2 If the Project includes acquisition of real property:
 - a. In conformance with Prop 40 funding requirements, the Grantee shall deposit the Grant Amount in escrow and submit an appraisal for review and approval by the Department of General Services.
 - b. A Memorandum of Unrecorded Grant Agreement, attached as Exhibit D, must be recorded by the Grantee to provide notice of this agreement between the Grantee and the WCA.
3. If the Project includes development, landscaping and/or planting:
 - a. The Grantee shall include a representative of the WCA on the selection panel for contracted services.
 - b. The Grantee shall submit a Project Development Plan, attached as Exhibit E, to the WCA for approval prior to the solicitation of a subcontractor or awarding of a bid for services.
4. Grantee agrees to certify that the Project is in compliance with all applicable state and local laws and ordinances effecting relocation, real property acquisition, and development.
5. Grantee agrees to consult with, and be consistent with, local or regional planning criteria approved by agencies within the project jurisdiction, such as master plans or watershed management plans unless such plans are inconsistent with the

approved Work Plan.

6. Grantee agrees to include active stakeholder participation in the planning and monitoring and assessment process.
7. Rights in Data: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Contract are subject to the rights of the WCA as set forth in this section. The WCA shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Grantee, the WCA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. (40 CFR 31.34, 31.36)
8. Disclosure: The Grantee agrees to disclose all funding sources for the Project prior to and after contract approval. If the WCA should become aware through any means that the Grantee has not disclosed all funding sources for the Project, the Contract will be referred for a project audit.

GENERAL PROVISIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties. Contractor may not commence performance until such approval has been obtained.
2. PAYMENTS: All payment requests must be accompanied by an itemized list of all charges documenting check numbers, amounts, dates, recipients, purpose of expenditures, and clearly identify charges consistent with the scope of work. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate or inaccurate, the WCA will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor because of delays in payment will be paid by the Grantee and is not reimbursable under this Contract. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
3. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
4. ASSIGNMENT: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the WCA in the form of a formal written amendment.

5. **AUDIT:** The Grantee agrees that the WCA, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment and retain of all records for at least one year following a final audit, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the WCA to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** The Grantee agrees to indemnify, defend and save harmless the WCA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
7. **DISPUTES:** The Grantee shall continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE:** This grant may be terminated by either party upon thirty (30) days written notice to the other party, except that the termination of the Prime Grant concurrently terminates this grant with the same date.
9. **INDEPENDENT CONTRACTOR:** The Grantee, and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the WCA.
10. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES, attached as Exhibit R, are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
11. **TIMELINESS:** Time is of the essence in this Agreement.
12. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

LOS ANGELES RIVER SIGN IMPLEMENTATION PHASE 1

WORK PLAN

Public Works proposes to fabricate, install, and maintain regulatory, mile marker, and destination signs (Figure A) along the Los Angeles River.

PROJECT BACKGROUND

On March 16, 2004, the County of Los Angeles Department of Public Works adopted Sign Guidelines as an amendment to the Los Angeles River Master Plan. The Master Plan had identified the need for a signage program to facilitate connections between communities and recreational facilities along the River. The Sign Guidelines fulfilled the Master Plan recommendation by providing design specifications for various types of signs including informational, warning, regulatory, and directional signs. The specifications include a heron logo and river background to provide unique and consistent awareness of the River system.

Public Works will oversee the implementation of signs along the Los Angeles River and other Flood Control rights of way.

PROJECT DESCRIPTION: Sign Implementation Phase 1

The Sign Implementation Phase 1 project involves the fabrication, installation, and maintenance of regulatory, mile marker, and destination signs along the Los Angeles River.

Signs will be placed as follows:

Sign Type	Location*
Regulatory Sign (Threat of Rain)	At all access gates located on the Los Angeles River bike path entry points between Atlantic Boulevard, in the City of Vernon, and the mouth of the River, in the City of Long Beach.
Bikeway Distance Marker	At every half mile beginning at the mouth of the River in the City of Long Beach and ending in the City of Vernon.
Destination	At all Los Angeles River bike path entry points between Atlantic Boulevard, in the City of Vernon, and the mouth of the River, in the City of Long Beach.

*See Figure B

EXHIBIT A

Tasklist & Timeline

TASKLIST

The Sign Implementation Phase project efforts to be performed by Public Works shall include the following tasks:

TASK 1: DESIGN AND FABRICATION OF SIGNS

Public Works shall design and fabricate the signs in accordance with the Sign Guidelines. The Sign Guidelines provide the design of the mile markers and Public Works will fabricate a stencil that will be painted along the bike path. The Sign Guidelines also provide the design of the regulatory signs and Public Works will fabricate these as aluminum signs. Public Works will design destination signs for each entry point based on varying destination points and will also fabricate these as aluminum signs.

TASK 2: INSTALLATION OF SIGNS

Public Works will install the signs in accordance with the Sign Guidelines. The Sign Guidelines recommend that mile markers be painted on the bike path surface. Regulatory and destination signs will be installed on metal poles, where applicable.

TIMELINE

The following time line is based on approximate time needed for each task and is subject to available funding and resources.

Task 1:	Design and Fabrication of Signs	
	Regulatory (Threat of Rain) Sign Fabrication	1 month
	Bikeway Distance Marker Stencil Fabrication	1 month
	Destination Sign Fabrication	1 month
Task 2:	Installation of Signs	
	Regulatory (Threat of Rain) Sign Installation	1 month
	Bikeway Distance Marker Stencil Installation	1 month
	Destination Sign Installation	1 month

EXHIBIT B
Cost Estimate

The following is a table of approximate quantity and cost information for each the type of sign to be designed, fabricated, and installed.

Type of Sign	Estimated Quantity*	Estimated Cost Design and Fabrication	Estimated Cost Installation
Regulatory: Threat of Rain	150	\$ 4,500	\$ 17,500
Bikeway Distance Marker	34	\$3,000	\$ 3,000
Destination	150	\$ 10,500	\$ 17,500

Total Estimated Cost: \$ 56,000

* Estimated Quantity for *Regulatory: Threat of Rain* and *Destination* signs reflects one sign plus two replacement signs per bikeway entrance.

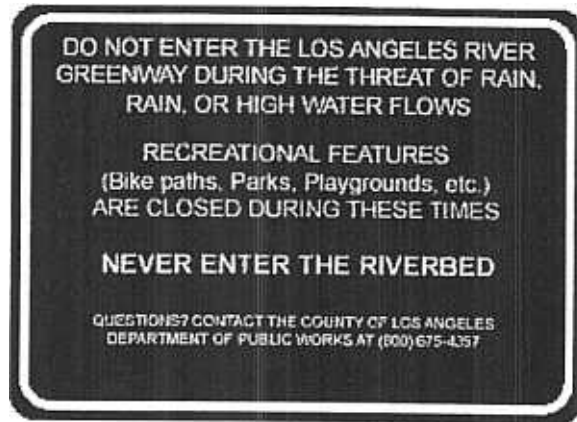
EXHIBIT C
Monitoring and Assessment Plan

Public Works proposes to monitor the effectiveness of the project as follows:

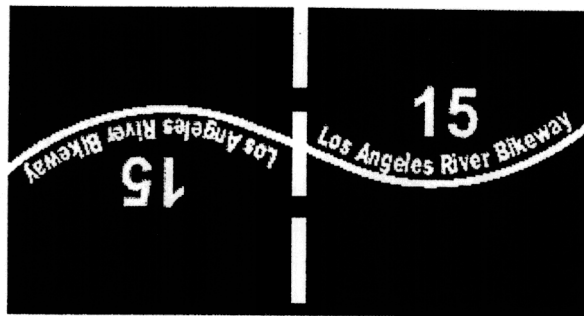
1. Public Works will keep track of the locations and number of signs that are placed along the River through inventory and policies.
2. On a monthly basis, Public Works will inspect the signs and report which signs required replacement or maintenance (i.e. graffiti removal).
3. As part of the Graffiti Abatement Program, Public Works will respond to maintenance requests, track these incidents, and report findings periodically.
4. As needed, Public Works will evaluate whether signs should be removed from any location based on impacts to public interests.
5. Public Works will work with the Los Angeles River Master Plan Advisory Committee to evaluate maintenance alternatives for ensuring a sustainable Signage Program.

FIGURE B

REGULATORY SIGN: THREAT OF RAIN



BIKEWAY DISTANCE MARKER



DESTINATION SIGN

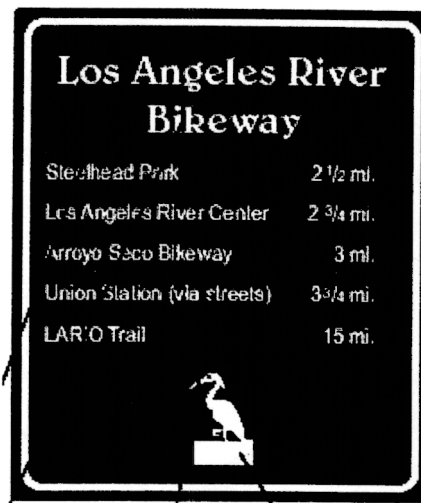


Exhibit D

Memorandum of Unrecorded Grant Agreement

~~Watershed Conservation Authority~~)
Belinda Faustinos)
900 South Fremont Avenue)
2nd Floor Annex)
Alhambra, CA 91802)

Space above this line for Recorder's use

MEMORANDUM OF UNRECORDED GRANT AGREEMENT

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of _____, 2004, is recorded to provide notice of an agreement between the ~~Watershed Conservation Authority~~ ("WCA") and _____ ("Grantee").

RECITALS

- A. On or about _____, the ~~WCA~~ and Grantee entered into a certain Grant Agreement, Grant No. _____ ("Contract"), pursuant to which the State granted to Grantee certain funds for the acquisition of certain real property, more particularly described in attached Exhibit A and incorporated by reference (the "Real Property").
- B. Under the terms of the Contract, the ~~WCA~~ reserved certain rights with respect to the Real Property.
- C. The Grantee desires to execute this Memorandum to provide constructive notice to all third parties of ~~certain reserved rights by the WCA~~ under the Contract.

NOTICE

1. Said Real Property (including any portion of it or any interest in it) must be used for the purposes of expanding or establishing open space for passive natural and passive recreational uses and other compatible public uses constant with the description of the purpose of the acquisition in the Contract.
2. Said Real Property shall be maintained and operated under this program for a period of at least 20 years for grants up to \$1,000,000 and at least 25 years for grants over \$1,000,000.
3. Said Real Property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the ~~WCA~~, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Contract was awarded are maintained.
4. Said Real Property (including any portion of it or any interest in it) may not be used as security for any debt or for mitigation without the written approval

of the WCA, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Contract was awarded are maintained.

5. For additional terms and conditions of the Contract, reference should be made to the Grant Agreement, which is on file with the WCA, 900 South Fremont Avenue, 2nd Floor Annex, Alhambra, California 91802.

GRANTEE:

By: _____

Title: _____

Exhibit E

Project Development Plan

The **WCA** expects to be continuously involved in all stages of Projects which include planning and/or development including approval of any bid or proposal document scopes prior to selecting contractors and/or consultants, involvement in the selection of contractors/consultants, and approval of any plans and technical details prior to the work being executed. Below is a list of details the **WCA** will need to review and approve prior to their implementation. The purpose of these procedures is to ensure that the ultimate development project will conform to our mission and goals.

Planting/Landscaping Plan Component

In order to adequately evaluate the project proposal please provide text as well as budget estimates that provide the **WCA** staff sufficient detail to evaluate the ecological details of the planting/landscaping plan. The text description should provide scientific rationale for the chosen native plant palette, grouping, structure, choice of vegetation communities and how they are consistent with the overall project goals. Details including slope aspect, soils, hydrology, elevation, etc., should be considered in deciding upon a plant palette.

1. Location of all plant materials, a legend with botanical and common names, and size of plant materials;
2. Existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements;
3. Existing trees and plant materials to be removed or retained;
4. Designation of hydrology-zones. Hydro-zones are defined as a portion of the landscaped area having plants with similar water needs, areas with similar microclimate (i.e., slope, aspect, exposure, wind, etc.), and soil conditions, and areas that will be similarly irrigated. A hydro-zone can be served by one irrigation valve, or a set of valves with the same schedule;
5. Details and specifications for tree staking, planting details, soil preparation, irrigation requirements (amount and frequency)

Grading and Drainage Plan Component

1. Grading Plan (showing property lines and street names, existing and proposed buildings, walls, fences, utilities, paved areas, drainage features and other site improvements;
2. Existing and finished contour lines and spot elevations as necessary for the proposed site improvements (if applicable given scope of project);
3. Schematic cross sections showing site micro-topography and best management practices (does not have to be to scale)

Irrigation Plan Component

1. Layout of the irrigation system and a legend summarizing the type and size of all components of the system, including the manufacturer name and model numbers;
2. Installation details for irrigation components.

Exhibit F

WCA General Policies

The Project Development Plan (PDP) is a technical “living” document that will enable the WCA to track grant projects to ensure our mission and goals are reflected in each project. In developing the PDP, the following guiding principles must be incorporated for consistency with the WCA policies;

- Grantees shall exclude the use of invasive plants, as listed in the document “*Exotic Pest Plants of Greatest Ecological Concern in California*” (www.rmc.ca.gov) in their planting palette. Furthermore, any invasive species from this list that currently exist on the project site must be removed as part of the landscaping plan (phased removal is acceptable).
- Grantees shall utilize native, indigenous plants, locally propagated to the extent possible, in their planting palette except under written authorization from RMC. A basic (but by all means not all inclusive) list of native, locally available indigenous plants is available on our website to help develop a plant palette (www.rmc.ca.gov).
- If the project involves a trail system, the guiding principles in “*Planning Trails with Wildlife in Mind*” available on the WCA website (www.rmc.ca.gov) must be utilized in the trail design.
Grantee will use porous materials, and/or recycled paving materials instead of impervious paving materials for portions of their projects requiring pavement (i.e., parking lots, trails, etc.) unless prohibited by local building codes.
- If lighting elements are required as part of the project Work Plan, environmentally sensitive, directional lighting must be used to minimize any impact to wildlife. Care should also be taken to control the number hours lighting is needed.
Use of sustainable energy sources, such as solar or wind power is encouraged for appropriate tasks in the Work Plan.
- The use of recycled materials for fencing, benches, signage, etc., must be considered to further our mission of sustainable development.
- Any irrigation installed on the project site as part of the Work Plan must be a water efficient irrigation system. In projects where turf is to be installed, both a rain sensor and a soil moisture meter are required to ensure water efficient irrigation practices. A rain sensor will halt irrigation on days it is raining, eliminating excessive water runoff. A soil moisture meter will automatically shut off irrigation when the root zone of the turf becomes saturated, preventing excessive irrigation runoff.
- The use of appropriate storm water best management practices (BMPs) must be utilized on the project site. In areas where grading, vegetation clearing, or planting occur, BMPs must be utilized to control excessive erosion while vegetation becomes established (see <http://www.cabmphandbooks.com> for more information).

Exhibit G

Signage Guidelines

Authority

In conformance with Prop 40 funding requirements, all projects funded by the WCA must include a posted sign acknowledging the source of the funds.

Purpose

Installation of signs at all Project sites is intended to acknowledge the public's support of the 2002 Resources Bond and promote the benefits provided by Bond fund assistance.

Types of Signs

1. Signs posted during construction (required for specific situations)

For Projects funded with 2002 Bond Act funds in excess of \$750,000 and/or those Project in areas of high visibility (such as near a major thoroughfare) a sign is required during construction.

Recommended minimum size of sign: 4 feet x 8 feet

2. Signs Posted Upon Completion (required for all Projects)

All Grantees are required to post a sign at the Project site. The sign must be available for the final inspection of the Project. All signs must include the universal logo (see information on the logo below).

There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see below).

Language for Sign

All signs will contain the minimum language below:

<p align="center">(Project Name) Another Project to Improve California Funded by the <i>Water Conservation Authority</i> LOGO <i>California Clean Water, Clean Air, Safe Neighborhoods, and</i> <i>Coastal Protection Bond Act of 2002</i></p> <p>Mary Nichols, Secretary for Resources Arnold Schwarzenegger, Governor</p>

The name of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the Project.

Universal Logo

All signs will contain the ~~WCA logo~~. The logo will be on a template, available online at <http://www.rmc.ca.gov>. The Project manager can also provide the logo on disk.

- The logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Duration

The goal is to have Project signs in place for a lengthy period of time, preferably a minimum of two years for all Projects and four years for Projects over \$750,000.

Sign Cost

The cost of the sign(s) is an eligible Project cost. More permanent signage is also encouraged; e.g., bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings, etc.

Appropriateness of Signs

For Projects where the required sign may be out of place (such as some cultural and historic monuments and buildings or where affected by local sign ordinances), the Project Manager in consultation with the Applicant may authorize a sign that is appropriate to the Project in question. Alternate signage must be clearly recognizable ~~as a 2002 Bond Project~~. Archaeological sites are excluded from the sign requirement.

Signs on State Highways

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact the local Caltrans District Office early in the planning phases for more information.

Further Questions

The Grantee should consult with the Project Manager to resolve any sign issues.

The logo is currently being developed and will be provided as soon as possible.

Exhibit H

Eligible & Ineligible Costs

Eligible Costs

All eligible costs must be supported by appropriate documentation

COSTS	EXPLANATION	EXAMPLES
Preliminary Costs (not to exceed 20% of grant total)	<ul style="list-style-type: none"> Costs incurred after a Contract with RMC has been fully executed, including planning, plan documentation, designs, appraisals and negotiations, permit costs, consultant costs Expenditure subject to maximum of 20% of total grant 	<ul style="list-style-type: none"> CEQA compliance Construction plans Permits/Appraisals Acquisition documents, etc.
Personnel or Employee Services	<ul style="list-style-type: none"> Must be computed according to the Grantee's prevailing wage or salary scales Must be computed on actual time spent on Project Must not exceed the Grantee's established rates for similar positions 	<ul style="list-style-type: none"> Wages and benefits Work performed by another section/department in agency
Consultant Services	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project Consultants must be paid in compliance with the Grantee's customary method and rate No consultant fee shall be paid to the Grantee's own employees without prior approval 	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project
Construction	<ul style="list-style-type: none"> All necessary construction activities Construction management 	<ul style="list-style-type: none"> Site preparation, grading Facility development Inspection and construction management
Construction Equipment	<ul style="list-style-type: none"> The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes The Grantee may use the California Department of Transportation's equipment rental rates as a guide The Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage The equipment use charges must be made in accordance with the Grantee's normal accounting practices The Grantee must describe the work performed, the hours used, and related use to Project 	<ul style="list-style-type: none"> Rental equipment Leased equipment Purchased equipment
Fixed Equipment	<ul style="list-style-type: none"> Equipment permanently fixed to Project facility 	<ul style="list-style-type: none"> Fixed resting areas/benches
Construction Tools/Supplies/Materials	<ul style="list-style-type: none"> May be purchased for specific Project; or may be drawn from central stock if claimed costs are no higher than those the Grantee would pay Costs may be capitalized according to the Grantee's standard policy The Grantee may only claim those costs reasonably attributable to the Project 	<ul style="list-style-type: none"> Materials such as concrete, wood, etc. Supplies such as fasteners, nails, or other hardware and non-fixed equipment
Relocation Costs	<ul style="list-style-type: none"> Costs resulting in displacement of a person/business The Grantee shall comply with State Relocation Act requirements. 	See Chapter 16, Section 7260, <u>Government Code</u> .
Acquisition Costs	<ul style="list-style-type: none"> Appropriate costs of acquiring real property DGS approved appraisal costs 	<ul style="list-style-type: none"> Purchase price/Appraisals Title/Escrow fees Surveying/Improvements
Indirect/Overhead	<ul style="list-style-type: none"> Costs shall not exceed 10% of grant total 	<ul style="list-style-type: none"> Administrative overhead
Restoration/Rehabilitation Costs	<ul style="list-style-type: none"> All required materials for restoration/rehabilitation work Includes removal and disposal of exotic/invasive species 	<ul style="list-style-type: none"> Planting/Soil improvements Irrigation systems (temporary or permanent, as applicable)
Environmentally Aimed BMP Measures	<ul style="list-style-type: none"> Components to storm water management projects that include habitat supporting measures 	<ul style="list-style-type: none"> Filtration systems Erosion control materials
Education Infrastructure	<ul style="list-style-type: none"> All fixed materials that serve interpretive or educational purposes 	<ul style="list-style-type: none"> Signs/Interpretive aids/Kiosks

Miscellaneous	<ul style="list-style-type: none"> • Other Project-related costs 	<ul style="list-style-type: none"> • Communications expenses • Construction insurance • Signs/Interpretive aids • Transportation costs
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Ineligible Costs

The following is a non-exclusive list of ineligible project costs:

COSTS	EXPLANATION	EXAMPLES
Operations and Maintenance Costs	<ul style="list-style-type: none"> • Costs necessary for the short or long term operation and maintenance of property or facilities once the property has been acquired or the facility or area has been restored, rehabilitated, or developed 	<ul style="list-style-type: none"> • Personnel or employee services • Equipment, supplies
Non-fixed Equipment	<ul style="list-style-type: none"> • Equipment that is not permanently fixed to the project facility or used for construction 	<ul style="list-style-type: none"> • Computer equipment (hardware and software) • Portable equipment
Playground Equipment or Infrastructure	<ul style="list-style-type: none"> • Active recreation equipment costs are ineligible 	<ul style="list-style-type: none"> • Swingsets, skateparks, pools, ball field apparatus, basketball courts
Mitigation Costs	<ul style="list-style-type: none"> • Costs associated with exclusively fulfilling mitigation requirements for this or other projects 	<ul style="list-style-type: none"> • Land acquisition, development, restoration or rehabilitation for mitigation for this or other projects
Ceremonial or Publicity Expenses	<ul style="list-style-type: none"> • Funds may not be used for ceremonies, parties, or other publicity expenses (except for required signage) 	<ul style="list-style-type: none"> • Food and beverages • Facility rental
Ineligible Travel	<ul style="list-style-type: none"> • Travel costs not directly associated with the project • Travel claimed when no work time was claimed for the same period 	<ul style="list-style-type: none"> • Travel expenses
Lobbying/Fundraising	<ul style="list-style-type: none"> • Costs associated with grant application preparation, for this grant or for others associated with this or any other project • Costs associated with lobbying legislature or other bodies for funds for this or any other project 	<ul style="list-style-type: none"> • Staff time • Lobbyist fees • Travel expenses
Contract Cost Overruns	<ul style="list-style-type: none"> • Unapproved contract costs overruns exceeding the allowable amount as per contract budget specifications 	<ul style="list-style-type: none"> • Unapproved costs

Exhibit
Payment Request Form

1. PROJECT NUMBER	2. AGREEMENT NUMBER	
3. GRANTEE		
4. PROJECT TITLE		
5. TYPE OF PAYMENT		
ADVANCE <input type="checkbox"/>	REIMBURSEMENT <input type="checkbox"/>	FINAL <input type="checkbox"/>
6. PAYMENT INFORMATION		
a. Grant Amount	\$	
b. Funds Received to Date	\$	
c. Available (a. minus b.)	\$	
d. Amount of This Request	\$	
e. Remaining Funds After This Payment (c. minus d.)	\$	
7. SEND WARRANT TO:		
GRANTEE NAME		
STREET ADDRESS		
CITY, STATE, ZIP CODE		
ATTENTION		
8. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
FOR WCA USE ONLY		
PAYMENT APPROVAL SIGNATURE		DATE

This form must be accompanied by complete and accurate documentation of expenses.

PAYMENT INSTRUCTIONS

The following instructions correspond to items on the Payment Request Form:

1. PROJECT NUMBER -- The number assigned by the State to this Project
2. AGREEMENT NUMBER -- As shown in Certification of Funding section of the Project Contract
3. GRANTEE -- GRANTEE name as shown on the Project Contract
4. PROJECT TITLE -- Title of Project for which payment is requested
5. TYPE OF PAYMENT -- Check appropriate box
6. PAYMENT INFORMATION
 - (a) Grant Amount -- The amount of grant funds allocated to this Project by the WCA.
 - (b) Funds Received to Date -- Total amount already received for this Project
 - (c) Available -- (a. minus b.)
 - (d) Amount of This Payment Request -- Amount that is being requested
 - (e) Remaining Funds After This Payment -- (c. minus d.)
7. SEND WARRANT TO -- Grantee name, address and contact person
8. SIGNATURE OF AUTHORIZED PROJECT REPRESENTATIVE

Payment request forms must be accompanied by a progress report detailing activities completed and an itemized list of all charges documenting check numbers, amounts, dates, recipients, and purpose of the charges. You may use the Project Summary Form in the Project Completion Packet. Payment requests should clearly identify elements of the work plan to which they relate.

Payment requests without complete and accurate documentation will not be approved for payment until required information is received.

Exhibit J

Report of Alternative Funding Expenditures

(WCA will consider the use of organizational records in lieu of this form if they contain all of the required information as shown on this form. Grantees should still summarize information on this form.)

Grantee Name _____

Agreement Number _____

Costs charged to other Funding Sources: Grantee's own funds, State or Federal funds, other grants, etc.

Check Number	Date of Check	Recipient	Purpose	Amount
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Subtotal
\$ _____

(Carry Total forward to Project Costs Summary Form)

Total
\$ _____

Exhibit K

Quarterly Progress Report

PROGRESS REPORT #
QUARTER- "DATE"
Project Name

Submitted by: "Project Representative", "Grantee"
Date Submitted:

Summary of Work Completed During This Reporting Period (List all tasks)

<u>Deliverable</u>	<u>Tasks</u>	<u>Due Date</u>	<u>% of Work Complete</u>	<u>Date Submitted</u>

List of Deliverables by Subtask No.

Additional Attachments

Progress Report Narrative

Exhibit L

Quarterly Expenditure Projection Reports

Remaining Work For Duration of Project (List all tasks).

<u>Deliverable</u>	<u>Task</u>	<u>Due Date</u>	<u>Amount Estimated in Budget</u>	<u>Amended Projected Amount</u>

Total Amount Estimated in Budget for Tasks \$
Total Amended Projected Amount \$

Exhibit M

Contract Summary Form

This information will be made available to the public on the Rivers and Mountains Conservancy website.

Date:

PROJECT INFORMATION

Project Title:

Project Purpose – Problem / Goals ("why" the project):

Project Abstract (brief description of project):

Source(s) of Project Fund:

PROJECT REPRESENTATIVE:

Name:

Job Title:

Organization:

Webpage Address:

Address:

Phone:

Fax number:

Email:

PROJECT PERFORMANCE PERIOD:

From: through **To:**

PARTICIPANTS AND PARTNERSHIPS:

LOCATION:

Address:

Size of Project (include units):

Counties included in project:

Biography of Grantee:

Biography of Project:

H) Short-term Goals:

I) Long-term Goals:

**PLEASE PROVIDE A HARD COPY AND AN ELECTRONIC COPY TO THE
WATERSHED CONSERVATION AUTHORITY.**

Exhibit N

Project Certification Form

GRANTEE: _____

AGREEMENT NUMBER: _____

GRANTEE CONTACT FOR AUDIT PURPOSES

NAME: _____

ADDRESS: _____

PHONE: (_____) _____

PROJECT DESCRIPTION – List facilities developed and/or property acquired:

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

INTEREST EARNED ON ADVANCE GRANT AMOUNT: \$ _____

HAS A NOTICE OF COMPLETION BEEN FILED? YES _____ NO _____
IF NO, PLEASE EXPLAIN:

CERTIFICATION:

I hereby certify that all grant funds were expended on the above named Project(s) and that the Project(s) is complete and we have made final payment for all work done.

Grantee Project Representative, Title

Date

Exhibit O

Project Costs Summary Form

Grantee Name _____

Agreement Number _____

Warrant/Check Number	Date	Recipient	Purpose	Amount
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Total Labor Costs (from attached form) \$ _____

Total Equipment Costs (from attached form) \$ _____

Total Charges to Other Sources (from attached form) \$ _____

Subtotal \$ _____

Grand Total \$ _____

Exhibit P

Labor Costs Summary Form

(WCA will consider the use of organizational records in lieu of this form if they contain all of the required information as shown on this form. Grantees should still summarize information on this form.)

Grantee Name _____

Agreement Number _____

Work	Unit	Dates/				
Authorization #	Performing Work	Pay Period	Purpose	Amount		

Subtotal \$

(Carry Total forward to Project Costs Summary Form) Total \$

Exhibit Q

Equipment Costs Summary Form

(WCA will consider the use of organizational records in lieu of this form if they contain all of the required information as shown on this form. Grantees should still summarize information on this form.)

Grantee Name _____

Agreement Number _____

Type of Equipment	Dates Work Performed	Amount
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Subtotal
\$ _____

(Carry Total forward to Project Costs Summary Form)

Total
\$ _____

Exhibit R

Contractor Certification Clauses

STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation

of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Though there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.